

# Real Estate Mortgage (Not for Purchase Money)

MORTGAGE DATE  
October 30, 1992

This mortgage is made on the date noted above between the parties listed below. The Mortgagor(s), having received as consideration the principal amount shown below from the Mortgagee, receipt of which is acknowledged, mortgages, and warrants to the Mortgagee, its successors and assigns, forever, the land

and property located and described as noted below, together with all interest in the property, a right, privilege, or improvement belonging to and passable with the property, easements and rights of way of the property, and all buildings and fixtures.

PROPERTY DESCRIPTION			
Property Located At: RR #2 Box 48, Earlham, Iowa 50072			
A parcel of land located in the Southeast Quarter (1/4), Northwest Quarter (1/4) of Section Thirty-two (32), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, described as beginning at the Northeast Corner of the Southeast Quarter (1/4) Northwest			
MORTGAGOR(S)		MORTGAGEE	
NAME(S) Linda M Bauman Mark H Kenyon		NAME Midland Savings Bank FSB	
ADDRESS RR #2 Box 43		ADDRESS 606 Walnut Street	
CITY Earlham		CITY Des Moines	
COUNTY Madison	STATE IA	COUNTY Polk	STATE Iowa
PRINCIPAL AMOUNT			
THREE THOUSAND EIGHT HUNDRED FIFTY SEVEN AND 92/100			\$ 3857.92

This Mortgage is given to secure the agreements specified in this Mortgage as well as the Mortgage or Consumer Loan Agreement between Mortgagor(s) and Mortgagee of even date. This Mortgage also secures such future Mortgage or Consumer Loan Agreements between Mortgagor(s) and Mortgagee that may be entered into and which specifically reference this Mortgage as the security instrument securing such future Mortgage or Consumer Loan Agreements.

The Mortgagor(s) will pay all indebtedness secured by this Mortgage according to the terms of the Mortgage or Consumer Loan Agreement which documents such indebtedness.

The Mortgagor(s) will keep all of the property mortgaged in good repair, and will keep it insured for the Mortgagee's protection with an insurer of the Mortgagor(s) choice. The Mortgagor(s) will pay all taxes, assessments, and other charges when they are due.

In the event the Mortgagor(s) shall sell, assign, or otherwise transfer their interest in the property, whether by deed, contract, or otherwise, such sale or assignment may, at the Mortgagee's option, constitute a default in the


Consumer Loan Agreement and subject that agreement to the Mortgagee's right to demand payment in full.

The Mortgagor(s) will pay all mortgage indebtedness to which this Mortgage is secondary, according to the terms of such other obligation(s), and in no way will cause such other indebtedness to be declared in default. Mortgagor(s) agree to pay, and this mortgage shall secure the payment of all costs of foreclosure, including but not limited to, reasonable attorneys' fees, costs of abstracts, title insurance, court and advertising costs.

If permitted by law, the Mortgagor(s) grant to Mortgagee a power of sale, including any statutory procedure for foreclosure of a Mortgage by advertisement, which Mortgagee may use directly or indirectly to sell the mortgaged property if the Mortgagor(s) default in the payment of any indebtedness secured by this Mortgage or fail to perform any other promise made in this Mortgage or in a Mortgage or Consumer Loan Agreement which documents such indebtedness. The Mortgagor(s) hereby waive and release all rights under any homestead or exemption law that might otherwise affect the real property being mortgaged hereunder.

ADDITIONAL PROVISIONS	
Quarter of said Section Thirty-two (32), thence West 426 feet, thence South 00*28' East 821.1 feet; thence North 89*11' East, 426.0 feet to the East line of said Southeast Quarter (1/4), Northwest Quarter (1/4), thence North 00*28' West to the point of beginning; Containing 8 acres including 0.2396 acres of county road right-of-way.	<p>COMPARED</p> <p>FILED NO. <b>1194</b></p> <p>BOOK 164 PAGE 189</p> <p>92 NOV -6 AM 9:05</p> <p>Midland Savings</p> <p>Fee \$5.00</p> <p>RECORDER</p> <p>MADISON COUNTY, IOWA</p>
RELEASED <u>8-4-93</u> SEE	
MORTGAGE RECORD <u>168</u> PAGE <u>333</u>	

SIGNATURES - MORTGAGOR(S) / WITNESSES	
Signed and sealed by Mortgagor(s):	
X <u>Linda M. Bauman</u> Mortgagor's Signature	X Mortgagor's Signature
X <u>Mark H. Kenyon</u> Mortgagor's Signature	Signed and delivered in the presence of:
X Mortgagor's Signature	X Witness' Signature
	X Witness' Signature

NOTARIZATION	
The foregoing instrument was acknowledged before me this <u>30</u> day of <u>October</u> , 19 <u>92</u> , by <u>Linda M Bauman</u> <u>Mark H Kenyon</u>	
	Notary Public's Signature <u>Julia M. Severt</u> Notary Public's Name For the County of: <u>Polk</u> State of: <u>Iowa</u> My Commission Expires: <u>9-29-94</u>

When Recorded Return to: Midland Savings Bank FSB 606 Walnut Street Des Moines Iowa 50309	Drafted By Address, City, State
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